

Ohio Broadcast Educational Media
Craig Stevenson
Chief Engineer
2470 North Star Road
Columbus, OH 43221

Thank you for considering Koorsen Fire & Security for your needs. With our experience and in-depth knowledge, we are able to provide total protection from one source, helping you to service all your fire, security, and communication needs through one vendor saving you both time and money. In addition, we are able to provide you with 24/7 unparalleled local support and service allowing you peace-of-mind.

We take pride in our customer service when so many of our competitors are all about maximizing profits at the expense of the customer, allowing you to become vulnerable to code violations, property damage or worse. We are the experts in the life safety industry with over 70 years of experience, NICET level trained technicians and engineers, expert knowledge on both federal and local codes and boast one of the industry's largest training centers in the country. We take our jobs seriously and are committed to our customers.

Attached is a proposal for your review, I would enjoy the opportunity to further explain our capabilities and answer any questions you may have concerning any details provided hereafter.

I look forward to working with you and your team. Please feel free to contact me with any questions.

Sincerely,
Scot Clapp
Security Sales

Site Address:

Ohio Broadcast Educational Media C
Craig Stevenson
2470 North Star Road
Columbus, OH 43221

Number KFSQ27947

Date Apr 3, 2023

REVISION 2

Scope of Work

Koorsen Fire and Security (KFS) will provide and install a Genetec Unified Access Control, Intrusion, Intercom, and Video Surveillance Solution for Ohio Broadcast.
Please reference the site map for device locations.
The proposed solution will provide an on premise directory server for system management.
In areas as indicated, KFS will reuse existing wiring infrastructure and/or field devices (KFS assumes no responsibility for the condition of the existing devices).
In areas as indicated, KFS will install additional security equipment as highlighted on the attached site map.

Access Control

KFS will provide and install additional doors of access as indicated on the attached site map.
All existing locking hardware will be reused.
Request to exit and door contacts will be added as indicated on the site map.
Room 28 will house the access control head end equipment.

Video Surveillance

KFS will provide and install video surveillance coverage as indicated on the attached site map.
KFS will install new infrastructure for each camera addition.
Surge protection will be provided for all exterior cameras.
Room 28 will house the access control head end equipment.

Intrusion Detection

KFS will convert the existing intrusion detection system to DMP, while reusing existing field devices as determined on the attached site map.
The existing environmental sensors will be replaced (12.)
All existing door contacts will be replaced.
The intrusion system will integrate with the Genetec Unified Platform, allowing alarm events to be tied to video (additional programming may be required.)
Room 20 will house the intrusion detection head end equipment.

Intercom

KFS will provide and install an AiPhone Intercom System at locations as indicated on the attached site map.
Door/answering stations will provide notification within the Genetec Unified Platform.
Door release will be available from any/all answering stations.

***Any work requested outside the original scope will be considered a change order and billable to the customer.

Exclusions:

110V, adequate space to mount head end equipment, network connectivity, etc.

Client pc's for system management meeting the manufacturer's minimum specs, monitors, etc.

MDF rack space to be provided by others.

Any trenching, backfilling, sealing, cutting, painting or patching required to complete the scope of work.

Underground conduit to be provided by others.

Koorsen work hours: M-F 8am-5pm excluding holidays.

*This Agreement price is calculated based on the current prices for component materials. Koorsen Fire and Security agrees to utilize a best effort to obtain materials from suppliers. However, should there be an increase in the prices of specified materials through no fault of Koorsen Fire and Security that are purchased after execution of the Agreement for use in the scope of work, the price of the Agreement shall be adjusted accordingly. Adjustments shall require written notice by Koorsen Fire and Security to the Customer, and Customer agrees to pay the adjusted price to Koorsen Fire and Security.

Proposed Equipment / Services

Qty	Description
-----	-------------



Qty	Description
-----	-------------

Genetec Unified Security Solution

Head End Components

- | | |
|---|--|
| 1 | SECURITY CENTER ACTIVE DIRECTORY INTEGRATION |
| 5 | 1 MOBILE APP CONNECTION |
| 1 | 32TB NETWORK VIDEO RECORDER |
| 1 | UPS 1500VA LCD POWER SUPPLY |
| 1 | 3-YEAR SOFTWARE SUPPORT AGREEMENT |

Access Control

- | | |
|----|---|
| 1 | GENETEC SYNERGIS ACCESS CONTROL PROFESSIONAL SOFTWARE PACKAGE |
| 5 | SEOS KEYFOB 8K 10-PACK |
| 1 | MASTER CONTROLLER |
| 1 | INTELLIGENT CONTROLLER |
| 1 | 1-READER INTERFACE |
| 12 | 2-READER INTERFACE |
| 1 | SINGLE GANG READER W/KEYPAD |
| 26 | SINGLE GANG READER |
| 7 | DPDT 3/4 DIA STL DR RECSSD |
| 24 | REQUEST TO EXIT PIR - WHITE |
| 1 | NO CUT STRIKE, SLIM PROFILE |

The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Koorsen Fire & Security or use or permit the use of such information or data to compete with Koorsen Fire & Security in any manner.

Qty Description

- 4 NO CUT STRIKE
- 1 SURFACE MOUNT STRIKE
- 2 LATCH GUARD
- 1 BRACKET FOR GENETEC CLOUD LINK
- 2 POWER SUPPLY W/ENCLOSURE
- 1 18/6 STR OUTDOOR 1MRL BLK

Video Surveillance

- 1 GENETEC OMNICAST STANDARD SOFTWARE PACKAGE
- 16 1-CAMERA CONNECTION
- 4 P3267-LV 5 MP DOME W/IR
- 4 2CH W/2MP DUAL SENSOR DOME CAMERA
- 4 20MP (5MP X 4) CAMERA
- 3 2MP PTZ W/32X OPTICAL ZOOM
- 1 8CH, WALL MT NETWORK SURGE PROTECTOR
- 1 24-PORT POE SWITCH
- 3 23-4P UTP CAT6 CMP (GREEN)

Intercom

- 1 SECURITY CENTER INTERCOM INTEGRATION
- 4 IP VIDEO DOOR STATION,SURFACE
- 5 IX MASTER 7" HS WHT
- 1 ENCLOSURE NEMA POLYC,14"X12"X7",OP
- 2 23-4P UTP CAT6 CMP GREEN

Intrusion

- 1 SECURITY CENTER INTRUSION INTEGRATION
- 1 CONTROL PANEL
- 1 LTE VERIZON CELLULAR COMMUNICATOR
- 1 GRAPHIC TOUCHSCREEN KEYPAD W/PROX ARMING & 4 ZONES
- 2 16PT ZONE EXPANDER IN 350 ENCLOSURE
- 19 3/4" REC STL DR TERM 1/2" WHT
- 1 INTRUSION POWER SUPPLY
- 1 TWO-SET HOLD-UP BUTTON
- 12 WATERBUG W/1 SURFACE SENSOR UNSUPV
- 1 LABOR

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Qty	Description		
Recurring Amounts Selected:		Sub Total	\$150,668.68
\$50.00 Monthly		Sales Tax	\$0.00
		(if applicable)	
		Total	\$150,668.68

Payment Options

- Select your preferred payment option / purchase terms*:
- ☐ Terms Purchase (purchase amount \$150,668.68), [plus \$50.00 monthly]
 - ☐ 36 month, \$1 Buyout purchase option, 36 monthly payments of \$5,062.47
 - ☐ 60 month, \$1 Buyout purchase option, 60 monthly payments of \$3,390.05

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

*A mobilization deposit of up to 50% may be required prior to the job starting. After which, the job will be progressively billed monthly until job completion.

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KOORSEN FIRE & SECURITY TERMS AND CONDITIONS

1. **1. AGREEMENT.** Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Fire & Security, Inc (referred to as KFS in body of Agreement). This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
3. **PURCHASE PRICE AND PAYMENT.** Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 30 DAYS" from the date of invoice, unless otherwise specified on the invoice or if the project's duration is in excess of 30 days and upon credit approval, Koorsen Fire & Security will bill, progressively on a monthly basis until the project is complete. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.
4. **ALLOCATION OF RISK OF LOSS.** Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.
5. **JOBSITE, APPROVAL AND PERMITS.** Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.
6. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
7. **LIMITED WARRANTY-** *Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. This warranty is void if the system is inspected, tested, or serviced by anyone other than Koorsen Fire & Security during the warranty period. **THE ABOVE***

LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

8. BREACH BY KFS. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
9. LIMITATION OF LIABILITY. THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.
10. INDEMNIFICATION. Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of KFS in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KFS" shall include KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractor's representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
11. INSURANCE. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
12. SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.
13. CONSENT TO VENUE. Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.
14. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KFS does not grant to Customer any reproduction rights or any rights to use such information.
15. SERVICES NOT INCLUDED.
 - A. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
 - B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.

- C. If applicable, Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - D. If applicable, Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - E. No provision to exhaust any discharged agent is included in this Proposal.
 - F. Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
 - G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.
16. MECHANICS' LIEN NOTICE. Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed and understands KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is KFS, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a Mechanic's Lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

Acceptance	For Customer	For Koorsen Fire & Security
Date:		
Printed Name:		
Signature:		
PO Number:		

EXECUTIVE SUMMARY

Koorsen Fire & Security was founded in Indianapolis, Indiana in 1946 and is a fourth-generation, family-owned business. Over the years, Koorsen has become one of the largest and most respected fire protection and security companies in the United States with annual sales exceeding \$130 million.

With over 25 locations and over 1000 associates, Koorsen is able to design, install, engineer, program, service and repair virtually all fire and security products, making it one of the only companies in the United States that can truly offer commercial and residential customers total protection from one source.



OUR FAMILY OF SERVICES

- Fire Extinguisher
- General Fire Products
- Emergency/Exit Lighting
- Fire Alarm
- Fire Sprinkler
- Kitchen Fire Suppression
- Fire Suppression
- Security – Commercial & Residential
- Emergency Communication
- Monitoring
- Vehicle Suppression

THE FIRE & SECURITY EXPERTS

Koorsen Fire & Security boasts the most knowledgeable team in the life safety industry, training all technicians and sales associates in its nationally acclaimed corporate training center. This one-of-a-kind training facility incorporates both a classroom style approach coupled with hands-on training to better familiarize Koorsen associates with all of the systems and services it provides customers. With NICET certified instructors, the training center provides new and veteran associates with the expert training needed to offer customers unparalleled support and expert code knowledge. Koorsen sets the standard in training and has provided training to thousands of others in the life safety industry.



Koorsen Fire & Security Training Center



Classroom Training



Hands-on Training

KOORSEN CUSTOMER PROFILE

Koorsen Fire & Security has the knowledge, expertise and bandwidth to service any business – regardless of its size or industry focus. With \$10 million worth of product liability protection and bonding capabilities and a fleet of more than 500 service trucks, Koorsen's qualifications far exceed the majority of other fire protection and security companies. Koorsen's current customer base contains more than 75,000 businesses and can be found in roughly 200,000 properties across the United States, serving everyone from mom-and-pop shops to Fortune 500 companies.

MONITORING CAPABILITIES



Koorsen Fire & Security uses three state-of-the-art, U.L. listed monitoring facilities with complete back-up systems capable of monitoring all of your life safety systems. With extensively trained associates, our monitoring centers provide 24-hour rapid response to emergencies.

WHY KOORSEN?

Our business is saving yours from the destruction of fire and intrusion in addition to offering customized solutions for effective communications. Keeping your people, your building, and your assets protected is a priority, while also ensuring that your business is compliant with state, industry and federal regulations.

We've been doing it since 1946, and we do it with the intensity, thoroughness, and dedication you'd expect from a company with a critical mission.



- We install and maintain the right fire and security protection for your facility, whether that's a restaurant or healthcare operation, a manufacturing plant or your own home.
- Our technicians are fully certified and receive ongoing training in our own training center at our national headquarters.
- We maintain a staff of NICET- certified design engineers and project managers who are masters of designing systems that meet code and bring you the most appropriate system for your operation and your budget.
- We give you one number to call when you need service. Whether you utilize just one of our services or a full range, you work with one Koorsen account manager who can answer all your questions and make sure your fire protection and security needs are met.
- We have a location near you, providing responsive customer service and a hometown business.
- We offer all the high-quality products you could want, configured and maintained for your needs by experienced associates.

Every point mentioned is important, but what really sets us apart is something more. It's our company culture of honesty and our devotion to doing the job right every time that most ensures our customers stay safe. It's the reason they choose Koorsen to provide total protection from one source and protect what they've worked so hard for.



TOTAL PROTECTION, ONE SOURCE

Koorsen Fire & Security provides companies like yours total protection through the design, installation, monitoring and service of the products and systems listed below.



FIRE EXTINGUISHERS

- Sales & service
- Mobile service fleet
- **Staff training available**
- Hazard analysis



GENERAL FIRE PRODUCTS

- Fire extinguishers & accessories
- Fire hose, nozzles & accessories
- Flammable liquid storage cabinets
- Safety supplies
- Signs, labels, tags & more...



EMERGENCY/EXIT LIGHTING

- Sales & service
- Bulbs & batteries
- On-site service
- Monthly & annual maintenance available



FIRE ALARM SYSTEMS

- Sales & service
- NICET certified
- Experienced in all system brands & types
- 24-hour alarm monitoring available



FIRE SPRINKLER SYSTEMS

- Inspections & repairs
- NICET certified
- Obstruction investigations
- All types of systems including:
Fire pumps & Back-flows



KITCHEN FIRE SUPPRESSION SYSTEMS

- Sales & service
- Factory certified technicians
- 24-hour alarm monitoring available
- UL-300 upgrade
- Hazard analysis



FIRE SUPPRESSION SYSTEMS

- Sales & service
- Factory certified technicians
- 24-hour alarm monitoring available



SECURITY

- Access control
- Commercial & **residential**
- CCTV & video surveillance
- Central station monitoring
- Local provider



MONITORING

- UL Listed
- FM Approved
- Online customer services
- Redundant back-ups
- 3 Central stations
- Licensed in all 50 states



COMMUNICATIONS

- Mass communications
- Emergency notification
- Nurse call
- And more...

Customer

Koorsen Fire & Security
727 Manor Park Dr
Columbus, OH
43228, US
(614) 957-8664

Prepared By:
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**OSU Broadcast Educational Media
Commission
2470 N. Star Rd
Columbus, Ohio
43221**

**Alina Gage
614-485-6061
Alina.Gage@broadcast.ohio.gov**

Project: OSU Broadcast Media

Scope of Work

Koorsen is to provide a new fire alarm installation for the OSU Broadcast Media building. KFS will run all new cabling for the new initiating and indicating devices mimicking existing design. The existing Simplex panel and devices will remain in service until the new panel is commissioned with the AHJ. The customer will perform all demo of Simplex system. Proposal was based on existing design, but is replaced the speaker devices with horn and strobes. Any design changes required by the plans examiner will require a change order. The permit costs is an estimated cost and may vary in some cases. Any additional costs for permits will be passed through to the customer. Engineering, plans, submittals, permits and check out with the city officials are included. This project is calculated with standard rates and not prevailing wage. If prevailing wages are required the customer must notify us so that we can modify our proposal.

Labor - Engineering

	Quantity
Engineering Labor - Project Setup	1 ea
Engineering Labor - CAD Per Panel	1 ea
Engineering Labor - CAD Per Power Supply, Annunciator, & DACT	2 ea
Engineering Labor - CAD Per Device	114 ea
Engineering Labor - Misc.	3.38 hrs

Installation - Fire Alarm System Cable/boxes/device termination

	Quantity
Fire Alarm - SLC Cable (18/2 FPLP 5C) with J-Hooks	2,250 ft
Fire Alarm - NAC Cable (14/2 FPLP 5C) with J-Hooks	1,550 ft
Fire Alarm - 3/4" EMT Conduit, Overhead Branch	70 ft
Back Box in Drop Ceiling	78 ea
Pull Station, Module, & Notification Device Back Box	24 ea

	Quantity
2-Wire Device Installation Labor (Detectors, Modules, Strobes, Horn/Strobes)	110 ea
4-Wire Initiating Device Installation Labor (Annunciators, Speaker/Strobes, Duct Detectors, Test Switches)	5 ea
Misc. Installation Material & Labor	1 ea
Other - Fees, Misc. Expenses	
	Quantity
PERMIT FEES	1 ea
Labor - Project Management	
	Quantity
Project Management Labor	4 hrs
Field Supervisor Labor	2 hrs
Siemens 50, 252, & 504-Point Addressable Fire Alarm System	
	Quantity
FC922-US 252-Point FACP Package	1 ea
252-504 pt Remote Annunciator (FT2015-U3)	2 ea
NAC Remote Power Supply 9amp Package (PAD-4-9A)	1 ea
Photo Smoke Detector with Standard Base (OP921, DB-11)	81 ea
Duct Detector with Photo Smoke and 5ft Sampling Tube (FDBZ492-HR, OP921, ST-50)	6 ea
Pull Station, double action (XMS-D)	6 ea
Relay Module with Single Input (XTRI-R)	2 ea
Remote Test Switch with Alarm Indicator (FDBZ492-RTL)	4 ea
Horn/Strobe, Wall, Red, Fire-Label (SLHSWR-F)	11 ea
Strobe, Wall, Red, Fire-label (SLSWR-F)	6 ea
Freight & Surcharge	1 ea
AS HORN 75CD RED WEATHERPROOF (AS-75-R-WP)	1 ea
AS HORN WEATHERPROOF BACK BOX RED (WPBBS-R)	1 ea
UNIVERSAL LTE FIRE ALARM COMMUNICATOR (CELLCOMF-LTE-V)	1 ea

Included(+)

1. Contract Related:
 - Data sheet submittals of all estimated equipment and drawings, upon request.
 - Progressive project billing applies.
2. Engineering Related:
 - Pre-installation CAD drawings based on customer-provided CAD files.
 - Pre-installation CAD drawings based on fire alarm device type, spacing, selection, and placements provide by others.
 - As-built drawings based on electrical contractor cabling notes.
3. AHJ Related:
 - Electronic submittal of drawings or correspondence to any State, insurer, or Authority Having Jurisdiction (fees not included).
 - Standard Koorsen Fire & Security inspection and testing report.
 - NFPA 72 Record of completion upon AHJ request.
4. Labor Related:
 - Fire alarm programming, inspection, and testing labor.
 - Koorsen will provide labor during normal working hours, Monday-Friday 8:00 AM to 5:00 PM, excluding Koorsen Fire & Security Holidays. All other labor is excluded.
5. Installation Related:
 - Main control panel low-voltage terminations.
 - Remote power supply low-voltage terminations.
 - Digital copy of site-specific software, upon request
6. Warranty:
 - Standard Koorsen Fire & Security parts & labor warranty
7. Training Related:
 - Koorsens will provide 2 hours of training labor on the new system, upon request

Excluded(-)

1. Contract Related
 - Bid bond and performance bonding.
 - Any additional tax above the estimated quantity.
 - Customer reimbursements for any reason.
 - AIA billing.
 - Customer retainage.
 - Any equipment or labor not included in the scope of work and bill of material in this agreement.
 - Any subcontractor cost not included in the scope of work in this agreement.
2. Engineering Related:
 - Input/Output System Matrix outside of general alarm functions, without the project's Electrical Engineer and Mechanical Engineers direction.
 - A written narrative of system functions
 - Any Performance-based documentation
 - Any UL/FM agency approval and/or review for this entire project
 - Any Risk analysis review and/or documentation
 - Any Emergency response plans and/or documentation.
 - Any certification other than NICET Level IV Fire Alarm approval, ie. P.E. Stamp
 - Any Intelligibility level documentation and/or testing for voice systems.

Excluded(-)

3. AHJ Related

- Approvals, fees, submittals, or design releases required for installation or approval of the system that is not included in the scope of work or inclusions.
 - Any additional labor or equipment required by any Authority Having Jurisdiction.
 - Compliance documentation other than inspection and testing reports
 - Any voice command controls, including mic and floor selection buttons, other than at the main fire alarm system cabinet.
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4. Labor Related:

- Additional labor accrued as a result of not having free access to all work areas
 - Prevailing wage and benefits.
 - Fire watches and related labor and subcontractor expenses.
 - Daily onsite safety training.
 - Confined space labor, materials, and safety equipment.
 - Any COVID-19 test required for admittance to the work area.
 - Parking fees to work at the worksite.
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5. Installation Related

- Any fire alarm cable installation, supports, raceways, back boxes, not included in this agreement's scope of work or inclusions.
 - Any Field device low-voltage terminations, not included in this agreement's scope of work or inclusions (i.e. Smoke detectors, heat detectors, pull stations, duct detectors, notification devices, etc.).
 - Any Penetration fire stoppings, associated equipment, and installation labor.
 - Any Trenching, backfilling, sealing, cutting, painting, or patching.
 - Any labor involving troubleshooting new or existing wiring or equipment installed by others.
 - Field device back boxes, cover plates, custom-made back boxes, adapter plates installation, protective covers, and termination and labor that are not included in this agreement's scope of work or the bill of material.
 - Lift rentals, that are not included in this agreement's scope of work or inclusions.
 - 120VAC installation labor, materials, & expenses.
 - Door closers, door openers, strikes, mag-locks, and all related wiring, devices, installation, and troubleshooting that are not included in this agreement's scope of work or bill of material.
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6. Elevator Related:

- Elevator recall interfaces, Elevator cab devices, interfaces, equipment, installation, and labor that is not included in this agreement's scope of work or inclusions.
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7. HVAC Related:

- HVAC and Fan Control interface and control that is not included in this agreement's scope of work or inclusions.
 - Smoke Control System and Pressurization System interface and control.
 - Smoke & Fire Damper interface and control.
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8. Sprinkler Related:

- Any sprinkler-related supervision by the fire alarm that is not included in this agreement's scope of work or inclusions.
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9. Installation Related:

- Any Trenching, backfilling, sealing, cutting, painting, or patching.
 - Any labor involving troubleshooting new or existing wiring or equipment installed by others.
 - 120VAC installation labor, materials, & expenses.
 - Any connection to another fire alarm system, not included in the scope or work or inclusions.
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Notes

Signed proposal and/or purchase order for this proposal indicates the customer's acceptance of all agreement inclusions and exclusions. - Koorsen Fire & Security will bill, upon credit approval, progressively on a monthly

basis until the project is complete. A mobilization deposit of up to 50% may be required prior to the job starting. After which, the job will be progressively billed monthly until job completion. This Agreement price is calculated based on the current prices for component materials. Koorsen Fire and Security agrees to utilize a best effort to obtain materials from suppliers. However, should there be an increase in the prices of specified materials through no fault of Koorsen Fire and Security that are purchased after execution of the Agreement for use in the scope of work; the price of the Agreement shall be adjusted accordingly. Adjustments shall require written notice by Koorsen Fire and Security to the Customer, and the Customer agrees to pay the adjusted price to Koorsen Fire and Security. Koorsen Fire & Security offers Professional Central Station Monitoring and Service Programs to help keep you code compliant. Your Koorsen Representative will be happy to review the options available to you. Koorsen Fire & Security offers lease options to help provide affordable payment options. Leases are subject to credit verification and approval by our third-party leasing company. Your Koorsen Representative will be available to review leasing terms and options.

Summary

Subtotal \$ 44,815.29

\$ 44,815.29

Accepted By

Date

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KOORSEN FIRE & SECURITY TERMS AND CONDITIONS

1. **AGREEMENT.** Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorssen Fire & Security. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
3. **PURCHASE PRICE AND PAYMENT.** Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. A convenience fee of 3%, of the invoice amount will be charged for payments by credit card. Payments by check, cash, ACH, wire transfers or echecks are not subject to the convenience fee. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
4. **ALLOCATION OF RISK OF LOSS.** Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.
5. **JOBSITE, APPROVAL AND PERMITS.** Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.
6. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
7. **LIMITED WARRANTY-** *Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. This warranty is void if the system is inspected, tested, or serviced by anyone other than Koorssen Fire & Security during the warranty period. **THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE***
8. **BREACH BY KFS.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
9. **LIMITATION OF LIABILITY.** THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS

LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10. INDEMNIFICATION. Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of KFS in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KFS" shall include KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractor's representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
11. INSURANCE. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
12. SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.
13. CONSENT TO VENUE. Customer consents to the exclusive jurisdiction

and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.

14. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KFS does not grant to Customer any reproduction rights or any rights to use such information.
15. SERVICES NOT INCLUDED.
 - A. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
 - B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.
 - C. If applicable, Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - D. If applicable, Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - E. No provision to exhaust any discharged agent is included in this Proposal.
 - F. Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
 - G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.
16. MECHANICS' LIEN NOTICE. Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed and understands KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is KFS, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a Mechanic's Lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.